# Workers Compensation And Employers Liability Insurance

**Insured Name**

CITRUS SPRINGS MASTERHOMEOWNERS ASSN INC
565 CITRUS SPRINGS BLVD SW
VERO BEACH, FL 32968

**Policy Number**

WC 6 16622346

**Policy Period**

03/28/2025 to 03/28/2026

Renewal

**Producer Information**

CS&S/BRAISHFIELD ASSOCIATES-WC
5750 MAJOR BLVD STE 200
ORLANDO, FL 32819-7971

**Producer Processing Code**

770-057593

**CNA Branch**

FLORIDA
500 Colonial Center Parkway
2nd, 3rd, and 4th Floor
Lake Mary, FL 32746

**Thank you for choosing CNA!**

With your Workers Compensation And Employers Liability Insurance policy, you have insurance coverage tailored to meet the needs of your business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

**Claim Services**

- To report a loss go to www.FNOLCNA.com or send an email to ReportClaim@FNOLCNA.com, or call 833-FNOL-CNA (833-366-5262)
- To find a network provider or for a PPO panel request, go to www.FNOLCNA.com
- To request loss runs send an email to fsrmail@cnacentral.com
- For additional questions call CNA Customer Service at (877)-574-0540, or contact your independent CNA Insurance Agent.

**State Required Posting Notices**

If you are not the person directly responsible for having these Posting Notices displayed, please direct these notices to the appropriate person within your organization. Posting Notices are required to be displayed in accordance with specific requirements as stated in the notices. The applicable notice(s) and the quantity included are based on the number of physical addresses in each covered state provided by your independent CNA Insurance Agent.

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## FLORIDA WORKERS' COMPENSATION SUPPLEMENTAL APPLICATION - OPTIONAL DEDUCTIBLE AND/OR COINSURANCE PROGRAMS

The Florida Department of Insurance has approved a $2,500 benefits deductible for workers' compensation. The benefits deductible is applicable to policies with effective dates on or after January 1, 1994. An up-front premium credit is not available with the $2,500 benefits deductible program. You may choose this program only if you are not participating in one of our other optional deductible and/or coinsurance programs.

The optional deductible and/or coinsurance programs are listed below. Please indicate whether or not you want to elect one of these programs by initialing the appropriate choice below.

### DEDUCTIBLE PROGRAM

Florida law permits an employer to buy workers' compensation insurance with a deductible. In the event you select a deductible, we will pay the benefits directly to the person(s) entitled to them and obtain reimbursement from you for the deductible portion of the loss. The deductible applies per claim and shall be available in the amounts of $500, $1,000, $1,500, $2,000, or $2,500.

_____ Yes, I want a deductible of $ _____ applied to each compensable claim under my Workers' Compensation Policy with the resulting premium reduction applied to my policy.
(Initials)

_____ No, I do not want the deductible described above.
(Initials)

### COINSURANCE PROGRAM

Florida law also permits an option for you to purchase a workers' compensation insurance policy with a coinsurance provision for a reduced premium. This provision binds you to pay 20% and us to pay 80% of the coinsurance amount of benefits due per claim. We will pay 100% of the benefits payable for each compensable claim directly to the person(s) entitled to them and you will reimburse us for our payments of your portion of the claim based on the coinsurance provision. Coinsurance amounts of $5,000, $10,000, $15,000, $20,000, or $21,000 per compensable claim are available.

_____ Yes, I want the coinsurance provision with a coinsurance amount of $ _____ applied to each compensable claim under my workers' compensation policy with the resulting premium reduction applied to my policy.
(Initials)

_____ No, I do not want the coinsurance provision described above.
(Initials)

### COINSURANCE/DEDUCTIBLE PROGRAM

Florida law also permits an option for you to purchase a workers' compensation insurance policy with a coinsurance and deductible provision for a reduced premium. The associated coinsurance provision is $21,000 and binds you to pay 20% and us to pay 80% of the coinsurance amount of benefits due per claim. This provision also includes deductible options of $500, $1,000, $1,500, $2,000, and $2,500 per compensable claim. We will pay 100% of the benefits payable for each compensable claim directly to the person(s) entitled to them and you will reimburse us for our payments of your portion of the claim based on the coinsurance/deductible provision.



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Yes, I want the coinsurance/deductible provision with a coinsurance amount of $21,000 and deductible amount of $ _____ applied to each compensable claim under my workers' compensation policy with the resulting premium reduction applied to my policy.

_____
(Initials)

_____ No, I do not want the coinsurance/deductible provision described above.
(Initials)

**INTERMEDIATE DEDUCTIBLE PROGRAM**

Florida law permits an employer to buy workers' compensation insurance with an intermediate deductible. In the event you select an intermediate deductible, we will pay the benefits directly to the person(s) entitled to them and obtain reimbursement from you for the deductible portion of the loss. The deductible applies per claim and shall be available in the amounts of $5,000, $10,000, $20,000, and $25,000, $50,000, and $75,000.

Yes, I want an intermediate deductible of $_____ applied to each compensable claim under my workers' compensation policy with the resulting premium reduction applied to my policy.

_____
(Initials)

_____ No, I do not want the deductible described above.
(Initials)

I understand that only one option may be selected and this coverage selection will apply to all future renewals, continuations, and changes in my policy unless I notify you otherwise in writing.

Signed by: _____
Authorized Representative of Named Insured

_____
Title

CITRUS SPRINGS MASTERHOMEOWNERS ASSN INC
Named Insured

WC 6 16622346
Policy Number

_____
Date



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## POLICYHOLDER NOTICE - FRAUD NOTIFICATION

### IMPORTANT INFORMATION

### POLICYHOLDER FRAUD NOTIFICATION

Alabama, Alaska, Arizona, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to criminal and/or civil penalties.

Arkansas: Any person or entity who willfully and knowingly makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who willfully and knowingly employs any device, scheme or artifice, for the purpose of:

i. Obtaining any benefit or payment;

ii. Defeating or wrongfully increasing or wrongfully decreasing any claim for benefit or payment; or

iii. Obtaining or avoiding workers compensation coverage or avoiding payment of the proper insurance premium, or who aids and abets for any of said purposes, under this chapter will be guilty of a Class D felony.

Fifty percent (50%) of any criminal fine imposed and collected under this subdivision (a)(1) or subdivision (a)(2) of this section shall be paid and allocated in accordance with applicable law to the Death and Permanent Total Disability Trust Fund administered by the Workers' Compensation Commission.

California: For your protection, California law requires the following to appear on this form: Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.



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Colorado: It is illegal to knowingly make a false or fraudulent material statement or representation for the purpose of obtaining or denying workers' compensation benefits or payments. These actions may result in a loss of future benefits, restitution of prior workers compensation awards and benefits paid, and/or civil and criminal penalties.

Florida: Any person who, knowingly and with intent to injure, defraud, or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information, commits insurance fraud, punishable as provided in s. 817.234.

Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. Failure to answer truthfully may result in forfeiture of workers compensation benefits.

Minnesota: Any person who, with intent to defraud, receives workers' compensation benefits to which the person is not entitled by knowingly misrepresenting, misstating, or failing to disclose any material fact is guilty of theft and shall be sentenced pursuant to s 609.52, subdivision 3.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Oklahoma: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:

- obtaining any benefit or payment,
- increasing any claim for benefit or payment, or
- obtaining workers' compensation coverage under this act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.



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Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Tennessee: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.

Texas: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Utah: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.



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## IMPORTANT INFORMATION - CNA INSURANCE PREMIUM AUDIT

An accurate audit benefits you and your business

**What is it and why do you need it?**

**A premium audit** determines the actual insurance exposures for the coverages you have based on an examination of your operation, records and books of account.

At issuance, your premium is estimated based on your business circumstances and information provided at that time. An audit **verifies the correct exposure of premium base** for your insurance coverage by checking actual figures. After your audit, an adjustment will be made to the premium that was estimated when your policy was issued.

An audit is necessary **after the expiration of a policy with a variable premium base.** Some types of coverage subject to audit are:

- Workers' Compensation
- Premises Operations Liability
- Automobile Liability
- Liquor Liability
- Product Recall and Replacement
- General Liability
- Products Completed Operations
- Garage Liability
- Funeral Directors Liability
- Printer's E&O Correction of Work

**Payroll Records Checklist**

This list provides a good indication of materials your auditor will need.

- Journals
- Tax Reports
- Vehicle Titles
- Cash Disbursements
- Ledgers
- Individual Earnings Cards
- Registrations or Ownership Tax Reports

You can also expect your auditor to observe your business operations and ask questions about your records.

**Keeping good records may save you time and money**

If you are eligible for allowable credits based on insurance manual classification and rating rules, you need to provide the necessary records and detail to take advantage of the credits.

Payroll (remuneration for services performed by an employee) is the basis for many of your insurance premiums. Remuneration can include money or substitutes such as:

- Bonuses
- Wages or commissions
- Profit sharing plans
- Overtime
- Statutory payments
- Other substitutes for cash
- Vacation, holiday or sick pay
- Payments for piece work
- Value of board, lodging
- Tool allowance
- Store certificates



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**Scheduling the Audit**

As the time for your audit approaches, a staff auditor from CNA or one of our authorized vendors will contact you to schedule the audit. Our current vendors are: Information Providers Inc. (IPI); and U.S. Insurance Services (USI).

**Payroll Records Guidelines**

**Overtime** – show overtime pay in excess of straight time pay separately by employee and in summary by classification of work by state.*

**Division of Payroll** – Individual employee's payroll must show the number of hours and amount of payroll for each type of work **or** the full salary must be charged to the employee's highest rated classification. Division is not available for outside sales persons (8742), auto salesperson (8748), clerical (8810), clerical telecommuter (8871) and drivers (7380).

**Subcontractors** – CNA requires all subcontractors hired by you to carry Workers Compensation insurance, and to carry General Liability and/or Umbrella Liability limits of at least $1,000,000 on an occurrence based policy. Prior to allowing a subcontractor to work for you, you should obtain a Certificate of Insurance from the subcontractor evidencing Workers Compensation insurance and these GL and/or Umbrella minimum limits. At final audit, we will examine the Certificates of Insurance for all work subcontracted during the policy term. Any subcontracted work for which we are not provided a Certificate of Issuance demonstrating Workers Compensation insurance or which demonstrates subcontracted work was insured with liability limits less than $1,000,000., will be converted to ratable payroll on your applicable policies, resulting in additional premium charges owed by you. To prevent such additional premium charges and to reduce the risk of your Workers Compensation and/or General Liability coverages being tapped to cover claims that arise from work performed by your subcontractors, you must obtain certificates of Insurance evidencing Workers Compensation insurance and $1,000,000 liability limits from all of your subcontractors.

**Prevailing Wage** – In PA, DE, NJ and CA, contact your CNA premium auditor for details concerning cash payments in lieu of prevailing fringe benefits and the records required.

**You can reach the Premium Audit Department by calling:**

**EAST**
CT, DE, DC, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV
CNA Premium Audit Department
1 Meridian Blvd
Wyomissing, PA 19610
Phone: 800-847-2736
Fax: 610-208-6571

**ALL OTHER**
CNA Premium Audit Department
500 Colonial Center Parkway
Lake Mary, FL 32746
Phone: 800-847-2736
Fax: 407-919-3610

*PA, DE, NV and UT do not allow overtime credit for Workers' Comp coverage. Overtime credit is allowed in all states for General Liability coverages.

One or more of the CNA companies provide the products and/or services described. This information is intended to present a general overview for illustrative purposes only. It is not intended to constitute a binding contract. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright 2014 CNA. All rights reserved. PREM AUDIT FLR 052014



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## IMPORTANT INFORMATION - FOR FLORIDA POLICYHOLDERS

**TO OBTAIN INFORMATION ABOUT YOUR COVERAGE OR
TO RECEIVE ASSISTANCE IN RESOLVING
A COMPLAINT, YOU MAY CALL OUR FLORIDA
BRANCH OFFICE TELEPHONE NUMBER
1-877-574-0540**

**PREMIUM OR CLAIM DISPUTES**

Should you have a dispute concerning your premium or about a claim, you should contact your agent or the company.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.



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## IMPORTANT INFORMATION FOR OUR FLORIDA POLICY HOLDERS SAFETY CONSULTATIVE SERVICES

TO: CNA Workers' Compensation policyholders doing business in the State of Florida

As your Workers' Compensation insurance carrier, we encourage you to take steps to provide a safe and healthy place for your employees. While CNA cannot assume this responsibility, we can assist you. When requested in writing, CNA's safety staff will consult with you regarding your occupational safety and health problems, conditions or methods. Where warranted, our safety services include work site surveys, accident cause analysis, and consultation on a broad variety of technical safety problems. These services which are provided at no additional cost to you will be based on the size of your operation, the hazards present, and your previous loss experience.

Please use the attached form to contact us by letter or call (877) 574-0540.

Date: _____

To: Risk Control Department
Attn: Risk Control Director
CNA Insurance
500 Colonial Center Parkway
Lake Mary, FL 32746

_____ Yes, my company would appreciate assistance in safety consultative services described in comments.

_____ No, my company does not need assistance in safety consultative services, but will contact you in the future when we may need your help.

Comments:

| | |
|---|---|
| CITRUS SPRINGS MASTERHOMEOWNERS ASSN INC | |
| (Company Name) | (Name) |
| 565 CITRUS SPRINGS BLVD SW, VERO BEACH, FL 32968 | |
| (Address/City/State/Zip) | (Title) |
| | |
| (Phone: Area/Number) | |



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# PRIVACY POLICY NOTICE

**Why We Collect Information**

We collect information about you or your employees that is necessary to adjust claims made under a CNA insurance policy.

**The Type of Information We Collect**

Information we receive may include claimant name, address, telephone number, Social Security Number, date of birth, medical treatment records, including information about previous claims or accidents, information about the circumstances of the accident or injury, and the names of witnesses and other contact information.

**How We Use the Information**

The information we collect is used to administer and process claims, account administration, fraud prevention, and as otherwise required or permitted by federal or state law.

We may share information as required or allowed by law, with:

- Medical providers
- Insurance or workers' compensation regulatory authorities
- Law enforcement
- To others, as permitted by law

**How We Protect Information**

Protecting your non-public personal information is important to us. We do not share your non-public personal information with anyone unless you agree or, as we are required or allowed by law. We regularly review our security measures and employee education programs to help protect your information, including physical security of our files.

**Whom To Contact Regarding Privacy Matters**

Please include your name and policy or claim number in any correspondence to us.

CNA Compliance
151 N. Franklin St.
Chicago, IL 60606

***THIS NOTICE IS PROVIDED ON BEHALF OF THE FOLLOWING CNA COMPANIES:**

American Casualty Company of Reading, PA
Continental Casualty Company
The Continental Insurance Company
Transportation Insurance Company
The Continental Insurance Company of New Jersey
National Fire Insurance Company of Hartford
Valley Forge Insurance Company



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## IMPORTANT INFORMATION DRUG-FREE CREDIT PROGRAM AVAILABLE TO FLORIDA EMPLOYERS

If you have a Drug-Free Workplace Program established and maintained in accordance with Florida law, you can apply for a 5% premium credit for Florida locations. Certification is subject to physical inspection by the insurer. Recertification is required annually. Your policy is subject to additional premium for reimbursement of the premium credit, and to the policy's cancellation provisions if it is determined that you misrepresented your compliance with Florida law.

If you are interested in applying for Florida's Drug-Free Workplace Program premium credit, please ask your agent to send you application Form 09-1A. If your agent doesn't have access to the form, your agent can direct us to send you a copy.

According to Florida law, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.



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## WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE

### Policy Information

| Coverage Provided By | Policy Number |
|---|---|
| Transportation Insurance Company a Stock Insurance Company<br>151 N Franklin St<br>Chicago, IL 60606<br><br>**NCCI Carrier Code: 12408** | **Policy Number:** WC 6 16622346<br>**Renewal of:** WC 6 16622346 |

### Item 1 Named Insured and Mailing Address

CITRUS SPRINGS MASTERHOMEOWNERS ASSN INC
565 CITRUS SPRINGS BLVD SW
VERO BEACH, FL 32968

**Type of Entity:** Non-Profit Corporation
**FEIN Number:** 59-3665257

### Producer Information

CS&S/BRAISHFIELD ASSOCIATES-WC
5750 MAJOR BLVD STE 200
ORLANDO, FL 32819-7971

**Producer Processing Code:** 770-057593

**If there are other work places not shown above:** See attached Schedule (s)

### Item 2 Policy Period

03/28/2025 to 03/28/2026 at 12:01 a.m. Standard Time at the **Insured's** mailing address.

**Anniversary Rating Date:** NONE

### Item 3 A. Part One of this policy applies to the Workers Compensation Law and any Occupational Disease Law of each of the states listed here:

**States:** FL

### Item 3 B. Part Two of this policy applies to Employers Liability Insurance for work in each state listed in Item 3.A. The limits of our liability are:

| | | |
|---|---|---|
| **Bodily Injury by Accident** | $500,000 | each accident |
| **Bodily Injury by Disease** | $500,000 | policy limit |
| **Bodily Injury by Disease** | $500,000 | each employee |

### Item 3 C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here:

**States:** All states except AK, ND, OH, WA, WY and states designated in Item 3A of the Information Page

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**Item 3 D. This policy includes these endorsements and schedules:**

Schedule of Operations, Endorsement Schedule, Named Insured Schedule, Name and Address Schedule and Payment Plan Schedule

**Item 4**
**The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans.**

All information required below is subject to verification and change by audit.
**Adjustment of Premium shall be made:** At Policy Expiration
**Classification of Operations:** See Attached Schedule of Operations

| | | |
|---|---|---|
| | **Estimated Annual Premium** | $343 |
| | **Premium Discount** | $0 |
| | **Expense Constant** | $160 |
| | **Terrorism Premium** | |
| | **Catastrophe (O/T Cert Acts of Terror)** | |
| **Minimum Premium** | $428 | |
| | **Total Estimated Annual Premium** | $503 |
| | **Total State Taxes/Assessments/Surcharges** | $0.00 |
| | **Total Estimated Cost** | $503.00 |
| **Deposit Premium** | $503 | |

**Account Number:** 3016383545

**Date of Issuance:** 02/11/2025

**Policy Issuance Office:** FLORIDA

Countersigned:

Date: _____

By: _____

Authorized Agent

Chairman of the Board

Secretary

WC000001



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## Item 4. Schedule of Operations

| Class Code | Classification of Operations | Estimated Total Annual Remun | Rate per $100 Remun | Estimated Annual Premium |
|---|---|---|---|---|
| **State - Florida** | | | | |
| | Location 001 | | | |
| 9015 | Building Or Property Management--All Other Employees | If Any | 2.6800 | $0 |
| | Subtotal for Location # 001 | | | $0 |
| 9807 | Employers Liability Increased Limits | | 0.0110 | $0 |
| 9848 | Employers Liability Increased Limits - Balance To Minimum Premium | | | $75 |
| 0990 | Required To Balance To Min Premium | | | $268 |
| | Total Estimated Standard Premium | | | $343 |
| 0900 | Expense Constant | | | $160 |
| 9740 | Terrorism Premium | | 0.0100 | $0 |
| | Total Estimated Premium | | | $503 |
| 0988 | FWCIGA Surcharge | | 0% | $0 |
| | Total Estimated Cost | | | $503 |



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## Item 4. Schedule of Operations

| Policy Totals | Estimated Annual Premium |
|---|---|
| Estimated Standard Premium | $343 |
| Expense Constant | $160 |
| Expense Constant State | Florida |
| Estimated Annual Premium | $503 |
| Estimated Cost | $503 |



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## Item 3D. Endorsement Schedule

| Number | Edition Date | Endorsement Title | Endorsement Number |
|---|---|---|---|
| WC 00 00 00 C | 01-2015 | WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY | |
| G-35224-B | 03-1984 | INCREASED LIMIT OF LIABILITY ENDORSEMENT | 1 |
| WC 00 03 11 A | 08-1991 | VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT | 2 |
| WC 00 04 04 | 04-1984 | PENDING RATE CHANGE ENDORSEMENT | 3 |
| WC 00 04 14 A | 01-2019 | 90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT | 4 |
| WC 09 03 03 | 08-2005 | FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT | 5 |
| WC 09 04 03 C | 01-2021 | FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT | 6 |
| WC 09 04 07 A | 03-2024 | FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT | 7 |
| WC 09 04 09 | 07-2024 | FLORIDA PREMIUM DUE DATE ENDORSEMENT | 8 |
| WC 09 06 06 | 10-1998 | FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT | 9 |
| WC 09 06 07 A | 07-2019 | FLORIDA WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDORSEMENT | 10 |
| WC 09 06 09 A | 01-2025 | FLORIDA CANCELLATION AND NONRENEWAL ENDORSEMENT | 11 |

**PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY**

| Number | Edition Date | Form Title |
|---|---|---|
| G-16327-E09 | 04-2008 | FLORIDA WORKERS' COMPENSATION SUPPLEMENTAL APPLICATION - OPTIONAL DEDUCTIBLE AND/OR COINSURANCE PROGRAMS |
| CC031605A | 12-2014 | CNA INSURANCE PREMIUM AUDIT |
| CNA105749XX | 05-2023 | POLICYHOLDER FRAUD NOTIFICATION |
| G-140370-E | 05-2019 | PRIVACY POLICY NOTICE |
| G-147212-B | 12-2019 | IMPORTANT INFORMATION DRUG-FREE CREDIT PROGRAM AVAILABLE TO FLORIDA EMPLOYERS |
| G-18683-A09 | 01-1999 | IMPORTANT INFORMATION FOR FLORIDA POLICYHOLDERS |

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| Number | Edition Date | Form Title |
|---|---|---|
| G-41415-H | 07-2014 | IMPORTANT INFORMATION FOR OUR FLORIDA POLICY HOLDERS<br>SAFETY CONSULTATIVE SERVICES |



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## Item 1. Named Insured Schedule

| Named Insured | Type of Entity | FEIN | State ID |
|---|---|---|---|
| CITRUS SPRINGS MASTERHOMEOWNERS ASSN INC | Non-Profit Corporation | 59-3665257 | |

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## Item 1. Name and Address Schedule

| Location | Entity | Entity Name and Address |
|---|---|---|
| 1 | 001 | CITRUS SPRINGS MASTERHOMEOWNERS ASSN INC<br>565 CITRUS SPRINGS BLVD SW<br>VERO BEACH, FL 32968 |



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## PAYMENT PLAN SCHEDULE

| PAYMENT PLAN SCHEDULE | |
|---|---|
| **THE BILLING FOR THIS POLICY WILL BE FORWARDED TO YOU DIRECTLY FROM CNA.**<br>**THIS PREMIUM WILL BE INVOICED BY CNA ON A SEPARATE STATEMENT ACCORDING TO THE PAYMENT OPTION YOU SELECT.** | |
| The premium amount for this transaction is: | $503.00 |



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In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

## GENERAL SECTION

A. **The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. **Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. **Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. **State**

State means any state of the United States of America, and the District of Columbia.

E. **Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

## PART ONE

## WORKERS COMPENSATION INSURANCE

A. **How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

C. **We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. **Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the



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shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

## PART TWO

## EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:



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1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. **Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801–1872) and under any other federal law awarding damages for violation of those laws or regulations issued there under, and any amendments to those laws.

D. **We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue



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defending after we have paid our applicable limit of liability under this insurance.

**E. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

**F. Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

**G. Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

**H. Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

**I. Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

## PART THREE

## OTHER STATES INSURANCE

**A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.



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4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. **Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

## PART FOUR

## YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## PART FIVE—PREMIUM

A. **Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. **Classifications**

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. **Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. **Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. **Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:



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1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

F. **Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. **Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

## PART SIX—CONDITIONS

A. **Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. **Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. **Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. **Cancelation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. **Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.



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## INCREASED LIMIT OF LIABILITY ENDORSEMENT

It is agreed that the premium for the increased Limit of Liability Under Part Two-Employers' Liability Insurance shall be determined by applying an increase percentage of 1.10% to the total premium development in all states appearing in Item 3, except as specifically stated below, at manual or adjusted rates, exclusive of the premium for Loss and Expense Constants and Additional Medical Coverage, subject to a minimum premium of $75.00.

It is further agreed that, in lieu of the increase percentage and minimum premium shown above, the total premium developed at manual or adjusted rates, exclusive of the premium for Loss and Expense Constants and Additional Medical Coverage for the following states shall be subject to the designated increase percentage and minimum premium for determining the premium for increasing the Limit of Liability.

| STATE | INCREASE PERCENTAGE | MINIMUM PREMIUM |
|---|---|---|

TOTAL MINIMUM PREMIUM TO BE CHARGED ON THIS ENDORSEMENT INCLUDED

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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## VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. **How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. **Exclusions**

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. **Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. **Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.



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F. **Employers Liability Insurance**

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

Schedule

| Employees | State of Employment | Designated Workers' Compensation Law |
|---|---|---|
| LIMITED TO DESIGNATED MEMBERSOF THE CONDO ASSOC CO WHILEIN THE COURSE OF VOLUNTEERACTIVITES DIRECTLY BENEFITINGTHE BUSINESS OF THE NAMEDINSURED | ANY STATE SHOWN INITEM 3.A. OF THEINFORMATION PAGEEXCEPT WI | ANY STATE SHOWN INITEM 3.A. OF THEINFORMATION PAGEEXCEPT WI |

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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## PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

Florida

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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## 90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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## FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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# FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:
   a. The act is an act of terrorism.
   b. The act is violent or dangerous to human life, property, or infrastructure.
   c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
   d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

**Limitation of Liability**

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed $200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.



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**3.** The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

**Schedule**

Rate per $100 of Remuneration

Refer to the Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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## FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five—Premium, G. Audit of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return the final mail audit or refuse to cooperate in completing the final physical audit or final physical onsite audit, you must pay us a premium not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the final mail audit or complete the final physical audit or final physical onsite audit.
2. We document the audit file regarding the two good faith attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records or gain access to your premises or your worksites, we send a letter by certified mail to you advising you of the specific records that are required or the premises or worksites that must be accessed and the premium that will be charged if you continue to refuse access to the records, premises, and/or worksites.

If you do not provide all the specific records required and/or fail to permit access to your premises or worksites as applicable, and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or reopen the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you a premium not to exceed three times the most recent estimated annual premium on this policy. If you provide all the specific records required and/or permit access to the premises or worksites as applicable to complete the premium audit process within the three-year period, we will determine your final premium in accordance with Part Five—Premium, E. Final Premium of the policy.

If we cannot complete the audit because you do not permit us to make a physical inspection of your operation or provide us with the necessary records, you must pay us $500 to defray the costs of the audit. The $500 charge may be imposed only if we have incurred actual travel expenses and we notified you in writing of the potential charge when access was denied. Denial of access to records and your premises or worksites by your agent or representative is considered the same as a denial by you.

If you understate or conceal payroll, or misrepresent or conceal employee duties to avoid proper classification for premium calculations or misrepresent or conceal information pertinent to the calculation and application of an experience rating modification factor, then you, your agent or your attorney, must pay us a penalty charge of 10 times the difference in the amount of premium that you paid and the amount that you should have paid and reasonable attorney's fees. The penalty may be enforced in the Florida circuit courts.

At the end of each quarter, you must submit to us a copy of the quarterly earnings reports you filed with the Florida Department of Revenue and any self-audits supported by the quarterly earnings report. The report must include a sworn statement by an officer or principal of your company attesting to the accuracy of the information in it.



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If you have an employee who suffered a compensable injury and was not reported as having earned wages on your last quarterly earnings report, you must indemnify us for all workers compensation benefits paid to or on behalf of the employee unless you establish that the employee was hired after the filing of the quarterly report, in which case you and the employee must attest to fact that the employee was employed by you at the time of injury.



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# FLORIDA PREMIUM DUE DATE ENDORSEMENT

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

Part Five—Premium, Section D. (Premium Payments) is replaced by the following provision:

D. **Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.



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## FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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## FLORIDA WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDORSEMENT

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

Part Five—Premium, Section D. (Premium Payments) of the policy is revised by adding the following:

Florida statutes establish the Florida Workers' Compensation Insurance Guaranty Association Act.

On behalf of the Florida Workers' Compensation Insurance Guaranty Association (Association), we are required to bill and collect a surcharge, for all workers compensation and employers liability insurance policies as prescribed by order of the Florida Office of Insurance Regulation.

The Association will use the funds collected through the surcharge to:

1. Pay for covered claims
2. Pay for reasonable costs to administer these covered claims
3. Avoid excessive delay in payment and to avoid financial loss to claimants because of the insolvency of a carrier

Part Six—Conditions of the policy is revised by adding the following:

F. **Florida Workers' Compensation Insurance Guaranty Association Surcharge**

Failure to pay the Florida Workers' Compensation Insurance Guaranty Association surcharge will result in this policy being subject to pro rata cancellation in accordance with Part Six—Conditions, Section D. (Cancelation).

**Schedule**

Surcharge rate 0%



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# FLORIDA CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

Part Six—Conditions, Section D. of the policy is replaced by the following:

**D. Cancellation**

1. You may cancel this policy by giving a written request to us stating when the cancellation is to take effect. If you do not specify the cancellation effective date in your written request, the cancellation is effective on the date of your written request. We are not required to send notice of cancellation to you if you requested the cancellation in writing. Any retroactive assumption of coverage and liabilities under this policy may not exceed 21 days.
2. We may cancel this policy by giving the first-named insured written notice of cancellation, including in the written notice the reason or reasons for the cancellation.
   a. We must give at least 10 days' written notice prior to the effective date of cancellation when the cancellation is for nonpayment of premium.
   b. We must give at least 30 days' written notice prior to the effective date of cancellation when the policy has been in effect for 60 days or less and the policy is cancelled for reasons other than nonpayment of premium, except where there has been a material misstatement or misrepresentation or failure to comply with our underwriting requirements, then at least 45 days' written notice is required.
   c. We must give at least 45 days' written notice prior to the effective date of cancellation when the policy has been in effect for 61 days or more and the policy is cancelled for reasons other than nonpayment of premium.
   d. When the policy has been in effect for 61 days or more, we may cancel the policy only when there is:
      (1) a material misstatement
      (2) a nonpayment of premium
      (3) a failure to comply with our underwriting requirements that we established within 60 days of the effective date of coverage
      (4) a substantial change in the risk covered by the policy, or
      (5) a cancellation for all insureds under such policies for a given class of insureds.
3. If we decide not to renew this policy, we must give the first-named insured written notice of nonrenewal at least 45 days prior to the expiration date of the policy. The written notice will state the reasons for the nonrenewal.
4. If we fail to provide written notice of cancellation or nonrenewal to the first-named insured within the required time frame, the coverage provided to the named insured under this policy will remain in effect until 45 days after the notice is given or until the effective date of replacement coverage obtained by the named insured, whichever occurs first. The premium for the coverage will remain the same during any such extension period except that, in the event of failure to provide notice of nonrenewal, if the rate filing then in effect would have resulted in a premium reduction, the premium during such extension of coverage must be calculated based upon the later rate filing.



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5. The policy period will end on the day and hour stated in the cancellation notice.
6. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.



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## POSTING NOTICE SCHEDULE

### THE FOLLOWING POSTING NOTICES WILL BE ATTACHED TO THE POLICY

| State | CNA Form | State Form | Form Description | Qty |
|---|---|---|---|---|
| None | | | | |

### THE FOLLOWING POSTING NOTICES WILL BE MAILED UNDER SEPARATE COVER

| State | CNA Form | State Form | Form Description | Qty |
|---|---|---|---|---|
| FL | WC8906D | DFS-F2-DWC-65 | WORKERS' COMPENSATION INFORMATION FOR FLORIDA'S EMPLOYERS | 1 |
| FL | WC9722A | DFS-F2-DWC-66 | WORKERS' COMPENSATION INFORMATION FOR FLORIDA'S EMPLOYERS (SPANISH) | 1 |
| FL | WC8846D | DFS-F4-1548 | WORKERS' COMP WORKS FOR YOU | 1 |
| FL | WC8907D | DFS-F4-2026 | WORKERS' COMP WORKS FOR YOU (SPANISH) | 1 |



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**THE FOLLOWING POSTING NOTICE DATA IS INTENDED FOR CNA INTERNAL PROCESSING PURPOSES ONLY**

| Tag | Field Name | Field Value |
|---|---|---|
| 001 | EMPLOYER NAME | CITRUS SPRINGS MASTER HOMEOWNE |
| 002 | EMPLOYER CITY | VERO BEACH |
| 003 | EMPLOYER STATE | FL |
| 004 | EMPLOYER ZIP | 32968 |
| 005 | EMPLOYER FEIN | 59-3665257 |
| 006 | INSURANCE CARRIER NAME | TRANSPORTATION INSURANCE CO |
| 007 | INSURANCE CARRIER BUREAU CODE | 0133 |
| 008 | INSURANCE CARRIER (OR TPA) NAME | TRANSPORTATION INSURANCE CO |
| 009 | POLICY NUMBER | WC 6 16622346 |
| 010 | POLICY EFFECTIVE DATE | 03/28/2025 |
| 011 | POLICY EXPIRATION DATE | 03/28/2026 |
| 012 | AGENT NAME | CS&S/BRAISHFIELD ASSOCIATES-WC |
| 013 | AGENT STREET ADDRESS | 5750 MAJOR BLVD STE 200 |
| 014 | AGENT CITY | ORLANDO |
| 015 | AGENT STATE | FL |
| 016 | AGENT ZIP | 32819 |
| 017 | AGENT PHONE | 877-724-2669 |
| 018 | ADJUSTING COMPANY NAME | TRANSPORTATION INSURANCE CO |
| 019 | EMPLOYER STREET ADDRESS | 565 CITRUS SPRINGS BLVD SW |
| 020 | EMPLOYER PHONE | |
| 021 | CLAIM PHONE | 833-FNOL-CNA (366-5262) |
| 022 | CLAIM EMAIL | ReportClaim@FNOLCNA.com |



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